

The complaint

Mr and Mrs C complaint about the service they received from Barclays Bank UK PLC ("Barclays") when attempting to open a joint account with it. In particular, they are unhappy Barclays failed to make reasonable adjustments to support Mr C in having his and Mrs C's identities verified.

What happened

Mr C is blind and has complex needs due to a mental condition he suffers from.

Having difficulty opening a joint account online with Mrs C who was unable to verify herself online, Mr C phoned Barclays on 26 September 2024. Mr C was advised he could open the account online via video banking or he could book an appointment to go into a branch, but that an account couldn't be opened over the phone as both the customers identities needed to be verified.

Mr C queried what people did if they suffered from anxiety or agoraphobia and the advisor restated that they could open an account virtually via video banking. Mr C said they'd tried this but that one of them had failed the identity check and so he was advised that in that case they'd need to come into branch.

Mr C again asked what people do who have agoraphobia and can't get out or up. The adviser offered to log this query as a dissatisfaction for Barclays to look at. Mr C was dissatisfied with this as he didn't feel his questions were being answered regarding people with disabilities who were house bound and asked what reasonable adjustments Barclays were able to implement under the Equality Act 2010. At this point the line went silent and Mr C ended the call after having no response after a minute.

Mr C called Barclays back and asked to speak to a manager to raise a complaint and was told that he couldn't speak to a manager, but the adviser set up a complaint for him. Mr C confirmed to the adviser he has both a physical and mental disability and that he struggles and doesn't like going into crowded places and that despite this he is being asked to go into branch and stand around lots of other people.

The advisor confirmed that they had notes about Mr C's vision but not his mental disability and makes a note about this on Mr C's profile. Mr C confirmed the details of his disability and how as a result he doesn't like crowded places or people standing too close to him as it triggers his condition. Mr C explained his concerns about attending a branch as it is likely that he will have to wait around for some time to be seen. The adviser tells Mr C that this is a high-risk complaint and that as such it has been escalated to the high-risk team who will look at it as a priority and contact Mr C in 48 hours.

Having not heard anything from Barclays besides an acknowledgment of his complaint, Mr C called Barclays back on 1 October. Mr C was told the investigation is still ongoing but Mr C being dissatisfied with this was put through to the complaints team. The adviser explains they aim to get back to customers as soon as possible but can't guarantee it will be within 48 hours as he was advised. Mr C is unhappy with this as this is what he was told. The adviser

checks to see if the case handler for Mr C's complaint can call Mr C back that day but they don't have availability until the following day. Mr C says he is only available that day and after the adviser offers to send an email, Mr C responds saying he wants a call back that day and ends the call.

Barclays complaint handler calls Mr C bank on the same day and confirms that Barclays do need to make adjustments for customers that aren't able to visit branches. Mr C confirms he has no issues going into branch but it's that he doesn't like crowded places as he gets anxious and frustrated due to a complex mental health condition and that he'd rather just be given an appointment time, be seen and leave.

The adviser confirms he is looking at two options, a home visit or in branch appointment time where Barclays can guarantee Mr C will be seen without waiting around in a busy area. The adviser says they will give the branch these two options and get back to him as soon as possible and confirms that his complaint will be dealt with separately following this at some point over the phone.

Mr C didn't receive a call back in regards to the options available to him regarding a home visit or otherwise and nor did he receive a call back regarding his complaint.

Barclays issued its final response letter to Mr C's complaint on 21 October - as well as sending a copy of this digitally as per Mr C's preferences recorded on its system. Barclays apologised for the issues Mr C experienced and said the option of the home visit couldn't be followed through as this option had now been suspended and that although a branch appointment could be arranged, Barclays couldn't guarantee the branch wouldn't be busy and that Mr C wouldn't need to wait for his appointment. Barclays advised if Mr C went ahead with the appointment to ask the adviser to leave a note advising of any adjustments so they could try and put them in place to ensure the experience is as comfortable as possible for him.

Barclays upheld Mr C's complaint point regarding its adviser going silent on Mr C's call with them and apologised and stated their manager would review the call and provide any necessary feedback.

Following this Mr and Mrs C attended a branch on 8 November and opened a joint account.

Mr C was dissatisfied with the way Barclays handled his complaint and say it failed to make a reasonable adjustment for him and felt Barclays discriminated against him due to his disability and so brought the complaint to this service.

To resolve the matter, Mr C wants Barclays to issue them with a formal apology and compensate them £500.

Barclays have confirmed that Mr and Mrs C's joint account couldn't be opened online due to it being unable to verify one party. And as it is no longer able to conduct home visits that the next option available as per its policy was for Mr and Mrs C to go into branch to verify them and complete the application. Barclays says the same policy applies to all its customers and it has not discriminated against Mr C and that it has made adjustments where appropriate for Mr C's disabilities setting his preferences to audio and then digital when requested.

One of our investigators looked into Mr and Mrs C's concerns and although they acknowledged that Barclays won't be able to do anything regarding whether the branch was busy, they thought that Mr C's request to ask for an appointment where he would be seen on time due to his complex mental health condition was a reasonable adjustment request that Barclays should be able to cater for and arrange.

They thought the service received from Barclays regarding this wasn't sufficient as a call went silent, call backs promised were never made, and Mr C received a final response from Barclays in the post despite informing it he was registered blind. But as Mr and Mrs C had managed to attend branch and open a joint account our investigator thought to put things right Barclays should compensate Mr and Mrs C £200 for the distress and inconvenience caused by the poor customer service received. They didn't think it necessary that Barclays issue a formal apology as it had already apologised in its response letter.

While Barclays agreed with our investigators recommendations Mr and Mrs C didn't and so their complaint was progressed for an ombudsman's decision on the matter.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I hope that Mr and Mrs C won't take it as a discourtesy that I've described and detailed their complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint. Our rules allow me to do that. And the crux of this complaint is that Barclays failed to make reasonable adjustments for Mr C regarding requiring him coming into branch to complete the opening of a joint account with Mrs C.

It might be helpful for me to say here that as we are not the regulator, I cannot make Barclays change its systems or processes – such as the how it provides its banking services or the technology it uses. These are commercial decisions and not something for me to get involved with. And nor is it my role isn't to punish or penalise businesses for their performance or behaviour – that's the role of the regulator, in this case the Financial Conduct Authority (FCA).

And while I do take relevant law and regulation into account when arriving at a decision, my remit is focused on whether I feel a fair and reasonable outcome has occurred. Only a court could make a finding as to whether a business breached its duty under the Equalities Act or acted unlawfully as Mr C has submitted here.

But that said while I wouldn't tell a Barclays how it needs to run its business, or what procedures or policies it needs to have in place, where a customer has a disability or vulnerability that reasonably prevents them from using or accessing a service provided by a business, I would expect it to make reasonable adjustments where it can to facilitate its customers being able to achieve their objective – in this case opening a joint account.

So what I need to consider is given Mr C's circumstances, whether Barclays did enough to cater to his needs and support him with this. And having considered everything I do think Barclays have made some mistakes, but I don't agree that the mistakes made amounted to discrimination.

I accept Mr C has complex needs and he would've preferred that a home visit was arranged to complete the opening of his and Mrs C's joint bank account and I also accept that other institutions may well be able to offer this. But just because Barclays is unable to facilitate this request it doesn't automatically mean that it has failed to make a reasonable adjustment or discriminated against him.

While Barclays agreed to look into this option it never guaranteed it could deliver it. And as the practice of home visits had been suspended it was not able to make this adjustment and

provide this service for Mr C. And as this was the case for all of Barclays customers, I can't say that Barclays discriminated against Mr C by not offering him this service.

And because Barclays offered an alternative option of a branch appointment that Mr C confirmed he could attend – albeit with some assurances – I can't say that Barclays failed to offer Mr C a reasonable alternative.

But I do think it failed to make a reasonable adjustment for Mr C for carrying out this option. Although I appreciate that Barclays can't guarantee how busy its branch will be on any given day, there are some things I think it can reasonably control such as having a staff member available for Mr C at an agreed time or a private space for him to wait in.

And so I think Barclays failed to make a reasonable adjustment for Mr C in this regard as although they informed him that he could make an appointment, despite knowing about his vulnerabilities and anxieties about being in a crowded place, it refused to guarantee it would stick to the appointment time or that Mr C wouldn't have to wait in a crowded place.

Fortunately, Mr and Mrs C were able to attend a branch of Barclays and open an account on 8 November and so as Mr and Mrs C are in the place they wished to be in - having their joint account opened - I don't think Barclays need to do anything further in this regard.

However, Barclays service at times has been poor and I think that some compensation is warranted for the distress and inconvenience Mr and Mrs C suffered as a result. Barclays failed to call Mr C back when it said it would – on at least two occasions – forcing Mr C to chase it up and failed to give him a full answer on what adjustments it could make to support him in the opening of a joint account with his wife.

Our investigator has suggested compensation of £200 is appropriate which Barclays have agreed to. As I've not seen that Mr and Mrs C have suffered financially as a result of Barclays errors and although I agree service has been poor, I don't believe there has been any discrimination against Mr C, so I think £200 is fair and is in-line with compensation that we'd usually award in situation such as these.

So it follows I uphold Mr and Mrs C's complaint and direct Barclays pay them £200 compensation for any distress and inconvenience suffered as a result of the service received from Barclays.

My final decision

For the reasons I've explained, I uphold Mr and Mrs C's complaint and direct Barclays Bank UK PLC pay £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 10 July 2025.

Caroline Davies
Ombudsman